

(RO-092976)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

CONTRACT FOR FURNISHING A MUNICIPAL WATER SUPPLY FOR THE CITY AND COUNTY
OF SANTA FE, NEW MEXICO, BETWEEN THE UNITED STATES AND THE CITY OF SANTA
FE, COUNTY OF SANTA FE, AND PUBLIC SERVICE COMPANY OF NEW MEXICO

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(PST011276)
(Rev. RO-090376)

1 SAN JUAN-CHAMA PROJECT
2 NEW MEXICO

3 CONTRACT

4 Between The

5 UNITED STATES OF AMERICA
6 DEPARTMENT OF THE INTERIOR
7 BUREAU OF RECLAMATION

8 And The

9 CITY OF SANTA FE, COUNTY
10 OF SANTA FE, and PUBLIC
11 SERVICE COMPANY OF NEW MEXICO

12 for

13 Furnishing a Municipal Water Supply
14 For the City and County of Santa Fe,
15 New Mexico

16 THIS CONTRACT is made this 23rd day of November
17 1976, between the UNITED STATES OF AMERICA, hereinafter called
18 "United States," acting through the Secretary of Interior, and pur-
19 suant to the Federal Reclamation Laws, including particularly the Act
20 of June 13, 1962 (76 Stat. 96), and the Act of April 11, 1956
21 (70 Stat. 105), all as amended or supplemented, and the CITY OF
22 SANTA FE, hereinafter called "City," COUNTY OF SANTA FE hereinafter
23 called "County," and PUBLIC SERVICE COMPANY OF NEW MEXICO, herein-
24 after called "PNM," a New Mexico corporation; the City, County, and
25 PNM sometimes referred to in this agreement collectively as "the
26 Contractor."

27 WITNESSETH THAT:

Preamble

1 WHEREAS, by the Act of Congress approved June 13, 1962
2 (76 Stat. 96), Congress approved initial stage of the San Juan-Chama
3 Project as a participating project of the Colorado River Storage
4 Project.

5 WHEREAS, the San Juan-Chama Project is approved for
6 furnishing water for municipal, domestic, and industrial uses and
7 for other beneficial purposes.

8 WHEREAS, PNM is a public utility and furnishes water as
9 a public utility to within the municipal limits of the city of
10 Santa Fe and to a limited area outside the municipal limits.

11 WHEREAS, the United States has allocated to the Contractor
12 5,605 acre-feet per annum of water from the San Juan-Chama Project.

13 WHEREAS, the City, the County, and PNM desire and are
14 empowered to contract with United States for the purpose of obtain-
15 ing, securing, and supplementing the existing Santa Fe water supply,
16 such water to be used by them for municipal purposes to pay for
17 such water during the term of this contract by contracting for the
18 payment of an agreed share of the reimbursable costs of the con-
19 struction, operation, and maintenance of the project in accordance
20 with Reclamation Law.

21 NOW THEREFORE, the parties for and in consideration of the
22 mutual and dependent covenants herein contained agree as follows:

Preamble

DEFINITIONS

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1. The following terms when used herein, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, shall have the meaning specified.

a. CONTRACTING OFFICER - shall mean the Secretary of the United States Department of the Interior or his duly authorized representative who is, as of the date of execution of this agreement on behalf of the United States, the Regional Director, Southwest Region, Bureau of Reclamation.

b. FEDERAL RECLAMATION LAWS - shall mean the Act of June 17, 1902 (32 Stat. 388), and all acts amendatory thereof or supplementary thereto.

c. PROJECT - shall mean the San Juan-Chama Project, Colorado-New Mexico, as authorized by the Act of Congress dated June 13, 1962 (76 Stat. 96).

d. RESERVOIR STORAGE COMPLEX - shall mean all features, lands, and rights-of-way of the project directly associated with the initial collection and storage of project water, and includes all works from enlargement of the outlet of the existing El Vado Dam upstream to and including and connecting the three diversion dams on the Rio Blanco and Little Navajo and Navajo Rivers.

Art. 1

(RO-020276)
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1 e. PROJECT WORKS - shall mean all works or facilities
2 constructed including diversion works, reservoirs, dams,
3 pipelines, conduits, and outlet works together with land and rights-
4 of-way for such works.

5 f. PROJECT WATER - shall mean water available for
6 use through the project works.

7 g. WATER FOR PERMITTED PURPOSES - shall mean that
8 portion of the project water to be used or disposed of exclusively
9 by Contractor for municipal, domestic, and industrial purposes.

10 h. WATER SUPPLY COSTS - shall mean that portion of
11 project costs payable by Contractor to the United States for
12 the water allocated to it from the project.

13 i. YEAR - shall mean the period January 1 through
14 the next following December 31.

15 j. CONTRACTOR - shall mean the city of Santa Fe,
16 the county of Santa Fe, and the Public Service Company of New Mexico,
17 severally and jointly unless otherwise noted.

18 k. OPERATING COMMITTEE - shall mean the authorized
19 representatives of Contractor who are the mayor of the City or his
20 delegate, the chairman of the County Commission or his delegate, and
21 the President of PNM or his delegate. The Operating Committee has
22 the powers, functions, and authority set out in the Operating Agree-
23 ment executed by the City, the County, and PNM.

Art. 1

1 WATER ALLOTMENT AND DELIVERY

2 2. a. Use and Allotment of Project Water - The project
3 is designed to furnish an estimated firm yield from proposed storage
4 for project use of approximately 101,800 acre-feet of water annually.
5 Of this yield, 5,605 acre-feet shall be available annually to Con-
6 tractor for permitted use. During period of scarcity when the
7 actual available water supply may be less than the estimated firm
8 yield, Contractor shall share in the available water supply in the
9 ratio that allocations above bear to the estimated firm yield.
10 During periods of abundance when the actual available water supply
11 may be more than the estimated firm yield, Contractor shall have
12 the right to share in the actual available water supply in the
13 ratio that allocations above bear to the estimated firm yield, all
14 as determined by the Contracting Officer. In utilizing the avail-
15 able water supply to the extent permitted by law from the water
16 rights available to the project, Contractor shall take its water
17 requirements at Heron Dam at the point designated by the Contracting
18 Officer. The responsibility of the United States shall cease at the
19 point of delivery.

20 b. The Operating Committee of Contractor, in
21 cooperation with the New Mexico State Engineer, shall inform the

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1 Contracting Officer, acting as duly authorized representative of
2 the Secretary of the Interior, in writing of the time and amount
3 of water to be released.

4 WATER CHARGE

5 3. a. In accordance with Section 9(c)(2) of the Act
6 of Congress of August 4, 1939 (53 Stat. 1187, 1194; 43 U.S.C.
7 Section 485h(c)(1970)), the Contractor shall pay \$145,730 per
8 year on or before December 31, 1976, and on or before December 31
9 of each of the succeeding 39 years for the quantity of water for
10 which they have contracted pursuant to article 2.a. Each pay-
11 ment shall be in advance for water for the next year.

12 b. The above water charge is based on actual and
13 estimated costs of the reservoir storage complex as of December
14 1975. The estimated cost includes some programmed work to be
15 completed by October 1, 1978; the exact cost of which has not been
16 determined at this time. Because of this and the fact that other
17 capital improvements may become necessary in the future, the
18 Contracting Officer reserves the right to adjust the rate of
19 charge in paragraph 3.a. upward or downward, consistent with the
20 actual costs.

Art. 2
Art. 3

1 OPERATION AND MAINTENANCE AND REPLACEMENT

2 4. a. The Contractor shall pay its pro rata share
3 of the annual operation, maintenance, and replacement (OM&R)
4 costs of the project's collection, diversion, and storage complex
5 (reservoir storage complex), based on the ratio of 5,605 acre-
6 feet to the total number of acre-feet under contract by all
7 contractors for project water. Notice of OM&R annual billings
8 for the next calendar year will be issued to the Contractor on
9 or before May 1 of each year with the first such notice to be
10 issued immediately following the effective date of this contract.
11 The first notice will be prorated according to the percentage of
12 time involved if less than a full year. Each notice shall show
13 an itemization of the estimated reimbursable O&M costs of the
14 reservoir storage complex, excluding O&M costs of El Vado Dam,
15 and Reservoir, with exception of 27 percent of any replacement
16 costs of the outlet works of said El Vado Dam. When all project
17 water has been committed to use by contract, the Contractor's
18 water supply costs, under this article, shall include a share of
19 these expenses to be 5.505 percent based on an allotment to it of
20 5,605 acre-feet of water per annum but not to exceed 5.505 percent
21 of the total water supply available from the project in any year
22 for all purposes. Prior to the time all water has been allocated

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1 by contracts between the United States and the prospective water
2 users, annual reimbursable O&M costs will be apportioned among
3 the existing contractors in proportion to their maximum allocation
4 of water. The Contractor will advance its share of O&M costs for
5 each calendar year on or before December 31 of the preceding year.
6 In the event the O&M cost estimate falls short of the actual
7 costs in any period or whenever it is anticipated by the Con-
8 tracting Officer that a deficit will occur during the year,
9 supplemental notices may be issued by the Contracting Officer
10 requesting additional funds. Funds not spent during one calendar
11 year will be carried over for use during the next calendar year
12 with funds required for that year reduced accordingly.

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1 b. The Contractor is not obligated to pay any
2 portion of annual O&M costs allocated to the fish and wildlife
3 function. O&M costs attributed to the fish and wildlife function
4 are now estimated to be 10.24 percent of the annual O&M costs of
5 the reservoir storage complex, excluding El Vado Dam and Reservoir.
6 If unusual circumstances arise which cause the allocation of the
7 O&M costs to fish and wildlife function to be out of balance, an
8 appropriate modification in the percentage figure will be made by
9 the Contracting Officer, 60 days after receipt by the Contractor
10 of a written notice of the modification.

11 INTEREST FOR DELINQUENT PAYMENTS

12 5. The Contractor shall pay interest to the United
13 States on installments or charges which become delinquent com-
14 puted at the rate of 1 percent per month of the amount of such
15 delinquent installments or charges each day from such delinquency
16 until paid; Provided, that no interest shall be charged the Con-
17 tractor unless such delinquency continues for more than 30 days;
18 in which event, the interest shall accrue from the initial date of
19 delinquency.

Art. 4
Art. 5

1 GENERAL OBLIGATION OF CONTRACTORS TO LEVY TAXES
2 AND ASSESSMENTS--BENEFITS CONDITIONED UPON PAYMENTS

3 6. a. The obligation of the Contractor to pay the
4 United States, as provided in this contract, is a joint and several
5 obligation of the City, the County, and PNM notwithstanding the
6 manner in which the obligation may be distributed among the City,
7 the County, and PNM by the operating agreement. Nothing in this
8 contract shall be construed as requiring the City or the County
9 to take any action or use any funds in contravention of sections 10,
10 12, or 13, article IX, New Mexico Constitution.

11 b. In the event of failure, neglect, or refusal of
12 the Contractor to pay over to the United States any money then
13 due, the United States may terminate this contract upon 6 months
14 written notice or take any other action it deems necessary to
15 compel performance of the Contractor of its duties hereunder.
16 Action taken pursuant hereto shall not deprive the United States
17 or limit any remedy provided by this contract or by law for the
18 recovery of money due or which may become due under this contract.

19 RULES AND REGULATIONS

20 7. The Contracting Officer, after offering the
21 Contractor an opportunity for consultation, may make rules and
22 regulations and supply necessary details for administration of this
23 contract. Such rules and regulations shall be consistent with

Art. 6
Art. 7

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1 provisions of this contract, the laws of the United States, and
2 laws of the State of New Mexico. The Contracting Officer may add
3 to or modify them as may appear necessary, and the Contractor shall
4 observe such rules and regulations.

5 DETERMINATION OF FINDINGS OF FACT

6 8. Where terms of this contract provide for action
7 to be based upon the opinion or determination of a party to this
8 contract, said terms shall not be construed as permitting such action
9 to be predicated upon arbitrary, capricious, or unreasonable opinions
10 or determination whether or not stated to be conclusive. If the
11 Contractor questions any determination made by the Contracting
12 Officer, findings of fact shall be made by the Secretary, as
13 appropriate to the issue, after consultation with the Contractor
14 and shall be binding upon the parties.

15 COMPLIANCE WITH THE LAW

16 9. All terms and conditions of this contract shall be
17 subject to and in conformance with the Federal Reclamation laws,
18 as amended, particularly to the Act of Congress of June 13, 1962
19 (76 Stat. 96, 97; 43 U.S.C. Section 615pp. 615xx), and the statutes,
20 compacts, and treaties referenced therein.

Art. 7
Art. 8
Art. 9

1 WATER RIGHTS - WATER SUPPLY GENERAL

2 10. a. Water Shortages - On account of drought or other
3 causes, there may occur at times during any year a shortage in
4 the quantity of water available from the reservoir storage complex
5 for use by Contractor pursuant to this contract. In no event
6 shall any liability accrue against the United States or any of its
7 officers or employees for any damage, direct or indirect, arising
8 out of any such shortage.

9 b. Quality of Water - The United States makes no
10 warranty as to the quality of the water available to Contractor
11 under this contract.

12 c. Contractors Water Rights - Contractor shall have
13 the exclusive right to allocate use and dispose of that share of
14 the project water supply available and allocated to them under this
15 contract. Water may be used or disposed of for any permitted pur-
16 pose desired by contractor. Such use or disposal may be by divert-
17 ing and applying such water directly from the Rio Grande stream
18 system, by diverting and applying underground water utilizing
19 project water to offset the adverse effects of such underground
20 water withdrawals heretofore or hereafter made from the Rio Grande
21 stream system, or otherwise as the Contractor may desire.

Art. 10

1 d. Annual Water Carryover Prohibited - Rights

2 to release of water vested in Contractor by this contract shall
3 be allowed on an annual basis, and no credits covering any unused
4 water shall be allowed to carry over to any subsequent calendar
5 year.

6 e. Other Uses - The project is authorized for fur-
7 nishing water for irrigation and municipal uses, for providing
8 recreation and fish and wildlife benefits, and for other beneficial
9 purposes. The supply to be available for water users of Con-
10 tractor and the costs payable by Contractor for a municipal water
11 supply reflect apportionment among these purposes and regulation
12 of releases.

13 f. Surplus Water - In any year for which the
14 Contracting Officer determines that water allocated by this
15 contract to Contractor is not in that year to be used or dis-
16 posed of by Contractor and is legally available for use, such
17 surplus may be disposed of by the Contracting Officer.

18 WATER AND AIR POLLUTION CONTROL (STANDARD)

19 11. The Contractor, in carrying out this contract, shall
20 comply with all applicable water and air pollution laws and regu-
21 lations of the United States and the State of New Mexico and shall
22 obtain all required permits or licenses from the appropriate Federal,
23 State, or local authorities.

EQUAL OPPORTUNITY (STANDARD)

12. During the performance of this Contract, the

Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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1 c. The Contractor will send to each labor union or
2 representative of workers with which it has a collective bargaining
3 agreement or other contract or understanding, a notice, to be
4 provided by the Contracting Officer, advising the labor union or
5 workers' representative of the Contractor's commitments under
6 this Equal Opportunity clause, and shall post copies of the
7 notice in conspicuous places available to employees and applicants
8 for employment.

9 d. The Contractor will comply with all provisions of
10 Executive Order No. 11246 of September 24, 1965, as amended, and
11 of the rules, regulations, and relevant orders of the Secretary of
12 Labor.

13 e. The Contractor will furnish all information and
14 reports required by said amended Executive Order and by the rules,
15 regulations, and orders of the Secretary of Labor, or pursuant
16 thereto, and will permit access to its books, records, and accounts
17 by the Contracting Officer and the Secretary of Labor for purposes
18 of investigation to ascertain compliance with such rules, regu-
19 lations, and orders.

20 f. In the event of the Contractor's noncompliance
21 with the Equal Opportunity clause of this Contract or with any
22 of the said rules, regulations, or orders, this contract may be

Art. 12

1 canceled, terminated, or suspended, in whole or in part, as to
2 the noncomplying Contractor and such Contractor may be declared
3 ineligible for further Government contracts in accordance with
4 procedures authorized in said amended Executive Order, and such
5 other sanctions may be imposed and remedies invoked as provided
6 in said Executive Order, or by rules, regulation, or order of
7 the Secretary of Labor, or as otherwise provided by law.

8 g. The Contractor will include the provisions of
9 paragraphs a. through g. in every subcontract or purchase order
10 unless exempted by rules, regulations, or orders of the Secretary
11 of Labor issued pursuant to Section 204 of said amended Executive
12 Order, so that such provisions will be binding upon each sub-
13 contractor or vendor. The Contractor will take such action with
14 respect to any subcontract or purchase order as the Contracting
15 Officer may direct as a means of enforcing such provisions,
16 including sanctions for noncompliance: Provided, however, that
17 in the event the Contractor becomes involved in, or is threatened
18 with, litigation with a subcontractor or vendor as a result of
19 such direction by the Contracting Officer, the Contractor may
20 request the United States to enter into such litigation to protect
21 the interests of the United States.

Art. 12

1 TITLE VI, CIVIL RIGHTS ACT OF 1964 (STANDARD)

2 13. a. The Contractor agrees that it will comply with
3 Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241)
4 and all requirements imposed by or pursuant to the Department of
5 the Interior Regulation (43 CFR 17) issued pursuant to that Title,
6 to the end that, in accordance with Title VI of that act and the
7 regulation, no person in the United States shall, on the grounds
8 of race, color, sex, or national origin be excluded from partici-
9 pation in, be denied the benefits of, or be otherwise subjected
10 to discrimination under any program or activity for which the
11 Contractor receives financial assistance from the United States
12 and hereby gives assurance that it will immediately take any
13 measure to effectuate this agreement.

14 b. If any real property or structure thereon is pro-
15 vided or improved with the aid of Federal financial assistance
16 extended to the Contractor by the United States, this assurance
17 obligates the Contractor, or, in the case of any transfer of such
18 property, any transferee for the period during which the real
19 property or structure is used for a purpose involving the provision
20 of similar services or benefits. If any personal property is so
21 provided, this assurance obligates the Contractor for the period

Art. 13

1 during which they retain ownership or possession of the property.
2 In all other cases, this assurance obligates the Contractor for
3 the period during which the Federal financial assistance is
4 extended to it by the United States.

5 c. This assurance is given in consideration of and
6 for the purpose of obtaining any and all Federal grants, loans,
7 contracts, property, discounts, or other Federal financial
8 assistance extended after the date hereof to the Contractor by
9 the United States, including installment payments after such date
10 on account of arrangements for Federal financial assistance which
11 were approved before such date. The Contractor recognizes and
12 agrees that such Federal financial assistance will be extended in
13 reliance on the representations and agreements made in this
14 assurance and that the United States shall reserve the right to
15 seek judicial enforcement of this assurance. This assurance is
16 binding on the Contractor, its successors, transferees, and
17 assignees.

18 CONTINGENT ON APPROPRIATIONS OR ALLOTMENT OF FUNDS (STANDARD)

19 14. The expenditure or advance of any money or the
20 performance of any work by the United States hereunder, which may
21 require appropriations of money by Congress or the allotment of

Art. 13
Art. 14

1 funds, shall be contingent upon such appropriation or allotment
2 being made. The failure of the Congress to appropriate funds or
3 the absence of any allotment of funds shall not relieve the Con-
4 tractor from any obligations under this contract. No liability
5 shall accrue to the United States in case of such funds not
6 appropriated or allotted.

7 NOTICES (STANDARD)

8 15. a. Any notice demand, or request authorized or
9 required by this contract shall be deemed to have been given on
10 behalf of the Contractor when mailed, postage prepaid, or delivered
11 to the Regional Director, Southwest Region, Bureau of Reclamation,
12 Herring Plaza Box H-4377, Amarillo, Texas 79101, and on behalf of
13 the United States, when mailed, postage prepaid, or delivered to
14 The City of Santa Fe, Attn: City Manager, Post Office Box 909,
15 Santa Fe, New Mexico 87501, and The County of Santa Fe, Attn:
16 County Manager, Post Office Box 276, Santa Fe, New Mexico 87501,
17 and Public Service Company of New Mexico, Attn: Vice-President -
18 Water Operations, Post Office Box 1268, Santa Fe, New Mexico 87501,
19 and a copy to Public Service Company of New Mexico, Attn: Secretary,
20 Post Office Box 2267, Albuquerque, New Mexico 87103. The designation
21 of the addressees or the addresses given above may be changed by
22 notice given in the same manner as provided in this article for
23 other notices.

Art. 14
Art. 15

1 AMENDMENT OR REPEAL OF FEDERAL RECLAMATION LAWS

2 16. In the event that the Congress of the United States
3 may repeal or amend any provisions of the Federal Reclamation Laws,
4 the United States agrees, at the option of the Contractor, to nego-
5 tiate amendments of appropriate articles of this Contract consistent
6 with provisions of laws effecting any such repeal or amendment.

7 CERTIFICATION

8 17. a. The United States certifies that the person
9 executing the contract on its behalf is duly authorized by the
10 Secretary of Interior to execute this contract.

11 b. The City, the County and PNM each certify,
12 severally and not jointly, that as to it, the execution of this
13 contract is duly authorized by law; that all acts, conditions, and
14 things required to exist precedent to this contract, to render the
15 same lawful and valid, have been properly done and happened and
16 have been performed in regular and due time as required by the
17 Constitution and laws of the State of New Mexico, and that this con-
18 tract does not exceed any constitutional or statutory limitations.
19 Should any court of law declare that the City, the County or PNM in
20 executing this contract violated any constitution or statutory
21 limitation and is therefore void as to such party, then the remain-
22 ing parties whose execution of this Agreement is valid shall be
23 entitled to all benefits of this Agreement and shall remain fully
24 liable to the United States.

1 ASSIGNMENT LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED

2 18. The provisions of this contract shall apply to and
3 bind the successors and assigns of the parties hereto, but no assign-
4 ment or transfer of this contract or any part or interest therein
5 shall be valid until approved by the Contracting Officer: Provided,
6 further, That the Contractor may establish a Metropolitan Water
7 Board and may, with approval of the Contracting Officer, assign this
8 contract to the Metropolitan Water Board.

9 BOOKS, RECORDS, AND REPORTS

10 19. The Contractor shall establish and maintain all
11 records pertaining to its financial transactions, water supply water
12 use, and to other matters as the Contracting Officer may require.
13 Reports thereon shall be furnished to the Contracting Officer in such
14 form and on such date or dates as he may require. Subject to appli-
15 cable Federal laws and regulations, each party shall have the right
16 during office hours to examine and make copies of each other's records
17 relating to matters covered by this contract.

18 OFFICIALS NOT TO BENEFIT

19 20. No Member of or Delegate to Congress or Resident
20 Commissioner shall be admitted to any share or part of this contract
21 or to any benefit that may arise herefrom, but this restriction
22 shall not be construed to extent of this contract if made with a
23 corporation or company for its general benefit.

Art. 18.
Art. 19
Art. 20

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(Rev. RO-11-17-76)

TERM OF CONTRACT

21. This contract shall be effective upon execution by all parties through December 31, 2016: Provided, however, That this contract may be renewed at the option of the Contractor for an additional period upon terms and conditions satisfactory to the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first hereinabove written.

THE UNITED STATES OF AMERICA

By J. A. Bradley
Regional Director, Southwest Region
Bureau of Reclamation

THE CITY OF SANTA FE, NEW MEXICO,
a municipal corporation

ATTEST:

City Clerk

By Sam Puck
Title Mayor, City of Santa Fe

ATTEST:

County Clerk

THE COUNTY OF SANTA FE, NEW MEXICO

By L. D. Catana
Title Chairman, Board of County Commissioners

ATTEST:

PUBLIC SERVICE COMPANY OF NEW MEXICO

Secretary

By W. T. [Signature]
Title President, Public Service Company of New Mexico

Art. 21
Signatures